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6 UNITED STATES BANKRUPTCY COURT  
7 NORTHERN DISTRICT OF CALIFORNIA

8 IN RE:

CASE No. 10-12153

9 PROWEST MEDIA CORPORATION,  
10

11 Debtor. /

12 PROWEST MEDIA CORPORATION, A.P. No. 10-1080

13 Plaintiff,

14 v.

15 JIM FRENCH STUDIOS, INC.,

16 Defendant. /

OPPOSITION TO MOTION TO DISMISS

Date: September 10, 2010

Time: 9:00 a.m.

Place: 99 South E St.  
Santa Rosa, CA

19 PROWEST MEDIA CORPORATION, Plaintiff herein, opposes the Motion  
20 of the Defendant herein, as follows:

21 FIRST CLAIM FOR RELIEF:

22 1. Jim French Studios, Inc. is a stranger to the Asset  
Purchase Agreement and the Security Agreement and did not exist as  
of the filing of the Financing Statement. After filing of the  
financing statement, Colt Studios changed its name to Jim French  
Studios, Inc. The entity which purported to file the financing  
statement did not exist as of its filing.

1       2. Although Defendant has offered nothing by way of evidence,  
2 the Plaintiff consents to dismissal of the First Claim for Relief.

3 SECOND CLAIM FOR RELIEF:

4       3. Paragraph 1(a) of Exhibit B defines the "collateral" in  
5 which a security interest is granted. Included in the definition  
6 are "personal property" included in Schedule 1(a) as well as a  
7 described list of accounts.

8       4. Paragraph 2.2 of Exhibit A defines what was intended by  
9 the Asset Purchase Agreement to be included as collateral. What is  
10 excluded are after-purchase images created by the buyer.

11       5. The Second Claim for Relief requests a determination of  
12 the extent of the perfected security interest in order to determine  
13 which images are not encumbered and can be utilized by the Debtor.

14       6. Should the Court determine that the pleading is not  
15 sufficiently clear to apprise the Defendant of the Claim, Plaintiff  
16 be afforded leave to amend.

17 THIRD CLAIM FOR RELIEF:

18       7. Plaintiff contends that the collateral has a value less  
19 than the obligation which the Defendant contends is secured. In  
20 order to determine the precise value, the extent of the security  
21 interest must be known.

22       8. Defendant has acknowledged that the collateral value is  
23 exceeded by the value of the claim in the context of Relief from  
24 Stay.

25       9. Should the Court determine that a specific value be  
26 alleged, leave of Court is requested to amend the Claim to set forth  
27 the alleged value.

28                   WHEREFORE, Plaintiff prays for relief as follows:

1       1. That the First Claim for Relief be dismissed.  
2       2. That the Motion be denied insofar as the Second and Third  
3 Claims for Relief, or, in the alternative, that the Plaintiff be  
4 afforded leave of Court to amend the Complaint.  
5       3. Such other and further relief as the Court deems just and  
6 proper.

7 Dated: 8/27/10

DAVID N. CHANDLER, p.c.

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By: /s/ David N. Chandler

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DAVID N. CHANDLER,  
Attorney for Plaintiff

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